



KYALAMI CREEK CONDUCT RULES

(Adapted from section 35 (2) (b) of the Sectional Titles Act, 1986)

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1. PETS

The Company has agreed not to allow any pets in Kyalami Creek.

2. GARBAGE REMOVAL AND LITTER

- 2.1) Dustbins for refuse bags have been placed at the refuse area in the complex. Occupants shall ensure that garbage is well wrapped and tied up tightly in plastic bags, bin bags and or, in the case of tins and other holders, free of liquid, before being placed in the bins.
- 2.2) Soil, stone, hot ash and large branches or logs are not to be thrown into the bins. Small quantities of leaves or small twigs may be placed in refuse bags inside the bins.
- 2.3) An occupant of a section shall not dump any waste, including refuse, cigarette butts, leftover food or any other litter on the joint property or on another owner's property. Any person found doing so shall be fined.
- 2.4) Dustbins left uncollected in the drive way will be wheeled away a day after being returned, to as close as possible to the unit. If the gate is locked, they will be moved to the area behind the clubhouse.

3. VEHICLES

- 3.1) Vehicles are to be parked in allocated parking bays or in respective allocated garages. Strictly no parking on lawns/gardens. Fines will be imposed by the trustees from time to time if necessary.
- 3.2) Occupants shall park their vehicles in their allocated garages during peak hours where possible, to alleviate the shortage of parking places. Peak times are weekends and after 4pm daily.
- 3.3) The Company may have any vehicle removed or towed away, which is parked, standing or abandoned without permission on the common property, and the owner shall be held responsible for all costs and risks involved. Should the vehicle be damaged in any way while being towed away, the Company shall be indemnified from any claim.
- 3.4) If no parking is available at designated parking areas in the complex, visitors will be expected to park outside the complex. Occupants are requested to ensure that visitors adhere to this restriction.
- 3.5) Maximum speed shall be 20 kph at all times and all owners, occupants and visitors must adhere to this restriction. Fines for speeding will be imposed by the trustees from time to time if necessary.
- 3.6) Occupants of units shall ensure that their vehicles do not leak oil or brake fluid on the joint property or damage the joint property in any other way. The owner of the vehicle concerned will be held responsible for repairing the damage.
- 3.7) Occupants shall not be allowed to dismantle any vehicle or do major repairs in any section of the common property.

- 3.8) Should sufficient parking be available, visitors may park in the complex on marked visitors parking areas.
- 3.9) Drivers must adhere to signage and road markings, especially the one way streets within the complex.
- 3.10) No vehicle may park behind another vehicle that is outside a unit's garage/s. Only one vehicle in front of the garage and two vehicles in front of double garage units will be permitted.
- 3.11) Parking in front of the emergency exit gate is strictly prohibited.

4. SIGNS AND NOTICES

No occupant of a section used for living purposes, shall put a sign, notice, notice board or advertisement of whatever nature on any section of the joint property or section so that it is visible from the outside without the written permission of the trustees.

5. WASHING/ LAUNDRY

An occupant of a section shall not put up his own washing-line and shall not hang any washing or other items on any section of the building including balconies or the common property or where it is visible from the common property.

6. SAFEGUARDING OF FLAMMABLE SUBSTANCES AND OTHER DANGEROUS ACTIONS

An occupant shall not keep any substance or execute any other dangerous action, or allow it to be executed, which may result in an increase in the premium payable by the controlling authority on any insurance policy.

7. PEST CONTROL

Occupants, shall keep their unit free from any white ants, borers and other insects, as well as rats and mice which may damage wood and shall for this purpose allow the trustees, the managing agent and their properly authorised agents or employees to enter his section from time to time to inspect his section and to take steps deemed necessary to exterminate any such pests.

The cost of such an inspection, extermination of the pests found within the section and the replacement of any wood or other material, which form part of such a section and which were damaged by such pests shall be carried by the owner of the unit concerned.

8. VANDALISM

- 8.1) No occupant or visitor shall in any way damage another person's property.
- 8.2) Occupants and guests shall not remove any of the parking signs or notice boards.

- 8.3) Any person found guilty of vandalism in the complex will be held responsible for the damage.
- 8.4) The Company may also institute a fine of a minimum of R500.00 (Five Hundred Rands) should it be deemed necessary.

9. DISTURBANCE

Please consider your fellow occupants at all times.

- 9.1) Social functions and in general loud music/noise emanating from car radios and units shall not be tolerated by the trustees. Letters of warning and a fine of a minimum of R500.00 (Five Hundred Rand) will be sent out to non-compliant residents.
- 9.2) Silence must be maintained from 22H00 to 08H00. Music played after 22H00 must be turned down to a level where it can only be heard in the unit/ car where it is being played and does not disturb neighbours.
- 9.3) On Sundays silence shall be maintained up to 09:00 and from 18:00 until Monday 07:00.
- 9.4) Residents of units and their visitors must at all times respect the privacy of their neighbours and must not disturb each other with noise of any nature.
- 9.5) Vehicles may not hoot on the communal property.
- 9.6) Lighting of fireworks in the complex is prohibited.

10. GARDENS

Any alterations, removal of plants or shrubs in the complex and/or unit garden areas will not be allowed, unless agreed to by the Company.

11. SECURITY & ACCESS CONTROL

- 11.1) The access gates should not be opened, unless the person at the gate has identified him or herself and given their reasons for entering the complex. If there is any uncertainty about the persons' identity or reasons for entering, the gate should not be opened. Those found to be tail gating will be fined.
- 11.2) Residents are to maintain a professional relationship with our ground staff and security personnel. They are to refrain from compromising both parties i.e borrowing money, providing alcohol etc.
- 11.3) All residents must have their cell phone number programmed on the intercom to allow visitors' access to the complex as the security guards will not under any circumstances open the gate.
- 11.4) Under no circumstances will trucks over 3 tons be allowed on the property.

- 11.5) All pedestrians must use the pedestrian gate, the gate motor for vehicles may not be used for pedestrian access.

12. BUSINESS TRADE FROM KYALAMI CREEK

No trade of business may take place in the complex. It may contribute to high financial costs for the complex e.g. telephone costs for the complex, parking problems, wear and tear of the motor gate, damaging of grass on the sidewalk etc.

13. GENERAL

- 13.1) Each occupant shall be responsible for his own household contents' short-term insurance.
- 13.2) Each occupant shall be responsible for maintaining his own broken windows and sliding door windows.
- 13.3) Occupants shall be held responsible for the conduct and/or actions of their guests.
- 13.4) Blockages in toilets/wash basins shall be the responsibility of the occupant. Where blockages occur affecting the whole complex, a contracted plumber shall be involved. Foreign objects are not to be put in the toilet, as they may cause a blockage.
- 13.5) No Caravans will be allowed to park in the complex. Trailers shall be parked only in designated parking areas.
- 13.6) The Company will not take any responsibility for any claims in the event of an owner, child or visitor getting injured in the complex as a result of accidental injury on the common property or on the exclusive use area.
- 13.7) Aesthetics of the property must be upheld at all times. No unsightly objects are to be left, kept or stored in public view such as passages, stairways, landings, balconies, patios or any other areas in public view which will result in an eye-sore.
- 13.8) Patios and balcony's are meant to be enjoyed by the residents and only patio furniture and related items are allowed on patios and balconies, and are not to be used for storage of any kind. Children's toys need to be stored neatly and may not be strewn to the point where it becomes a hindrance to people's movement or an eye-sore to other residence.

14. CLUBHOUSE AND POOL

- 14.1) Use of the clubhouse is restricted and reserved to be determined by the company.
- 14.2) The pool is available for use by all the residents. However to maintain control, keep order and ensure that everyone gets a chance to use the pool the following rules have

been established.

a) Anyone who wishes to use the pool have to either visit or call our offices at (011) 651 5300 during office hours to reserve a 2 hour time slot as follows: Weekdays 09:00-11:00, 11:30-13:30, 14:00-16:00 and 16:30-18:30 and weekends from 09:00-11:00, 11:30-13:30. Closed on public holidays. Time slots will be allocated on a **first-come, first-serve** basis.

b) Parties need to collect a key for the pool gate at the office in exchange for a R200 key deposit. The key need to be returned after the 2 hour time slot for a refund of the R200 deposit. Please keep the pool area clean (remove any empty bottles and other trash that you may have brought along with you) and keep the area as you found it for the next person. Otherwise your deposit could be retained for cleaning purposes and you might not be considered to use the pool again. Please let us know if you see other people not abiding by the rules.

c) Please keep the pool gate locked at all times for the safety of young children. You will also be held responsible for any/all damages under your occupation as well as damages caused by unauthorised persons who may enter the pool area on your watch if the gate is left open or if you allow them access.

d) 3 x Units are allowed per 2-hour time slot and the following number of persons are allowed per unit. 2 persons for 1 bedroom units, 4 people for 2 bedroom units and 6 people for 3 bedroom units. Our daily apartment rental guests are not bound by the time slot rules or the number of units rule but do need to abide by the other rules such as keeping the area clean and locked. Please feel welcome to report to us if the guests are not following the rules.

e) Children need to be under close adult supervision at all times and **NO ALCOHOL** is allowed at any time at the pool area. Braaing is also not allowed at the pool area. Please also note that you will be using the pool at your own risk. VCR Properties, our staff and management do not accept any responsibility for any loss or damage to person or property in any form whatsoever.

f) Please do not remove the pool cleaner ("Creepy Crawly") or any part/s thereof from the pool as the pool pump runs on a timer which can be damaged if it sucks air.

15. CHILDREN

15.1 Children of residents and visitors shall be controlled and supervised in order to avoid damage to the common property and inconvenience and distress to other residents.

15.2 Residents must ensure that their children do not tamper with electrical switches, taps, name plates, trees, plants, adornments and any other apparatus and fittings including garden items and may not damage plants or flowers.

15.3 Ball games shall only be permitted on the common property in the demarcated play area.

15.4 Children playing in a demarcated play area do so at their own risk.

- 15.5 Children under the age of 8 playing in a demarcated play area MUST be accompanied by an adult at all times.
- 15.6 Children are not allowed to play near or around motor vehicles parked on the common property.
- 15.7 Skating or the use of skateboards and similar items on the common property is strictly prohibited.
- 15.8 No ketties, pellet guns or any other weapon may be used in the scheme.

16. FINES

Should any occupant infringe any of the provisions of these rules and persists in such infringement after notice in writing from the Trustees calling upon him/her to desist from such infringement, the Company shall be entitled to impose upon such occupant a minimum penalty of R500.00.

Should such infringement re-occur the Lease can be cancelled by the Company and the Tenant can be expected to vacate the premises.

Any penalty imposed in terms hereof shall be payable by the resident concerned to the Company on demand.

The imposition of any penalty in terms hereof shall be without prejudice to and shall not affect and shall be in addition to any other rights available to the Company, and in particular its right to apply for an order compelling any occupant to comply with the provisions of these rules or desist from infringing the same.

Any amount(s) payable to the Company in terms of these rules shall be deemed to be an additional cost in respect of such occupant's unit, and the payment thereof shall be enforceable as provided in the Lease.

17. SATELLITE DISHES

Satellite dishes or TV aerial may not be installed by any resident.